

NOTICE TO BIDDERS

Sealed bid proposals will be received, opened and read in public by the Director of Purchasing at 394 Central Avenue, 2nd Floor, Jersey City, New Jersey 07307 at 11:00 A.M. on _____, 2015.

Contract documents including specifications are on file at the Office of the Director of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307 and will be furnished upon request.

Bidders (Contractors) are required to comply with requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these equal employment opportunity and affirmative action provisions. These provisions require a careful reading and are incorporated herein by Reference. Bidders are also required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) Percent of the Bid but not in excess of \$20,000.00 made payable to the City of Jersey City.

Bids may be submitted in person, or may be sent by certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director of Purchasing no later than 11:00 A.M. at 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307 on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications.

The City Director of Purchasing reserves the right to reject any and all bids received, or portion thereof, if deemed to be in the best interest of the City.

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract consists of the following documents:

- Information to Bidders
- General Conditions
- Technical Specifications
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Attachments to Proposal

With the exception of addenda, the above documents are bound herein and comprise the Contract booklet.

2. INTENT OF CONTRACT DOCUMENTS:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work in strict accordance with the Contract.

The intent of the Contract documents is to obtain shelling satisfactory to the City. It shall be understood that the Bidder has been satisfied as to the full requirements of the Contract documents and has based the bid proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to read and examine the Contract documents and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any other concession because of any misinterpretation or misunderstanding of the Contract or of any failure to be acquainted with all conditions relating to the Contract.

4. **SPECIFICATIONS:**

Should any work be required which is not denoted in the Specifications which is nevertheless necessary for the proper performance of the Project, such work shall be performed as if it were described and delineated.

5. **INTERPRETATIONS OR ADDENDA:**

A Bidder that finds discrepancies or omissions from the Contract documents or is in doubt as to their meaning should at once notify the Director, Division of Purchasing in writing at 394 Central Avenue Plaza, Jersey City, New Jersey 07307. No oral interpretation will be made to any Bidder as to the meaning of the Contract documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids, to allow the Director, Division of Purchasing to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the Specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract documents and shall be read immediately prior to the opening of the bids by the Director, Division of Purchasing who shall give each Bidder or representative present an opportunity to withdraw the bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under the bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the Contract documents.

6. **SUBMITTING PROPOSAL:**

Each Bid must be submitted on the prescribed Proposal Form which shall not be removed from the Contract book. All entries must be in ink or typewritten. Bidders shall submit their Proposals in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Proposal is made by an individual, the Post Office Address shall be stated and the individual shall sign the Proposal; when made by a firm or partnership, its name and Post Office Address shall be stated and the Proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal Post Office Address shall be stated and the Proposal shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases.

Bids not prepared and made in accordance with the provisions stated herein may be rejected. Bids containing any conditions, omissions, unexplained erasure or alterations or items not called for in the Bid Proposal or irregularities of any kind may be rejected by the City.

Bids may be submitted in person or may be sent by U.S. certified mail return receipt requested or may

be sent by private courier service. Mail bids to: Peter Folgado, Purchasing Director, 394 Central Avenue Plaza 2nd floor, Jersey City, New Jersey 07307. Bids sent by mail must be received by the Director no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception.

The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications. Bids submitted after the appointed time or in any manner other than that specified herein, shall not be considered.

7. **BID DOCUMENTS:**

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

- * Bid Proposal Form
- * Certificate of Experience
- Non-Collusion Affidavit
- * Corporation or Partnership Statement
- * Bid Guarantee
- Affirmative Action Statement
- Minority/Women Business Enterprise Questionnaire
- Business Registration Certificate
- List of References
- Resumes of Supervisory Personnel
- * Acknowledgment of Receipt of Addendum

Failure to include the bid documents listed immediately above and marked with an asterisk shall result in automatic rejection of the bid at the time of the bid reception. All other documents if not included with the bid, shall be submitted to the Director, Division of Purchasing within 24 hours of the bid reception.

8. **BID GUARANTEE:**

Each proposal shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Proposal, but in no case need the Certified Check, Cashier's Check or Bid Bond or any combination thereof exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder shall execute the Contract and provide a Performance Bond in the full amount of the Contract.

If a Bid Bond is offered as a guarantee, it must be made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute Bid Bonds on behalf of the surety company. Included with the Bid Bond must be such documents which indicate that the officer or agent is authorized to execute the Bid

Bond. If a certified check or cashier's check is offered as a guarantee, it shall be made payable to the City of Jersey City.

9. **RETURN OF BID GUARANTEES:**

The bid Guarantees of all Bidders except the apparent three (3) lowest responsible Bidders on the Contract will be returned within ten (10) working days after the opening of bids. The bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the Contract, the bid guarantees of the remaining unsuccessful Bidders will be returned.

Upon execution of the Contract by the successful Bidder, acceptance by the City of the Performance Bond and the receipt of the certificate of insurance; the bid guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of bid guarantee.

10. **WITHDRAWAL OF PROPOSAL:**

A Proposal, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any bid on that Project.

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, Second Floor, Jersey City, New Jersey 07307. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director, Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

11. **CAUSES FOR REJECTION:**

Proposals from Bidders who are found to be unqualified and Proposals not accompanied by all required and properly completed bid documents shall be rejected.

In addition, causes for rejection of Proposals may include but not be limited to the following:

- A. if prices are obviously unbalanced,
- B. if received from Bidders who have previously performed work in an unsatisfactory manner,
- C. if the Director, Division of Purchasing, at his sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to the Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- E. if the Bidder does not own sufficient or satisfactory equipment to perform the work,
- F. if the Bidder submits false information as to years of experience or false information about its State issued security guard license,
- G. if a bid is extremely inconsistent with the industry's standards, such bid shall be considered irresponsible notwithstanding the fact that it is the lowest bid. The determination as to the industry standards shall be made by the Director, Division of Purchasing and shall be kept on file by the Director, Division of Purchasing.

12. **AWARD OF CONTRACT:**

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Proposal complies with the requirements as stated herein. Proposals may be rejected where the prices as bid are obviously unreasonable. If the Total Bid Price is found to have been incorrectly computed, a change will be made to the Total Bid Price so that it conforms with a Bidder's quoted hourly rates. Any multiplication or addition errors will be corrected by using the Bidder's quoted hourly rates.

Prior to the Contract award, the City reserves the right to be exercised by the Business Administrator or his authorized designee to increase or decrease the number of shelving units. Award of the Contract will be made by the Municipal Council of the City.

The Municipal Council will either award the Contract or reject all Proposals received within sixty (60) days after the formal opening of Proposals, except that the time may be extended pursuant to N.J.S.A. 40A:11-24. The acceptance of a Proposal will be a notice in writing signed by the Director, Division of Purchasing and no other act shall constitute the acceptance of a Proposal.

13. **TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

Any Bidder whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory Bonds and insurance certificates to the City within ten (10) days after notice of acceptance.

The successful Bidder, upon failure or refusal to execute and deliver the signed Contract, Bonds and insurance certificates required, within ten (10) days after receipt of the Contract shall forfeit the certified check, cashier's check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Bidder shall be retained by the City, not as a penalty but as liquidated damages for such breach. In the event any Bidder whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as herein before provided, the Municipal Council of the City may, as its option, determine that such Bidder has abandoned the Contract and thereupon the proposal and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any services delivered prior to said execution of Contract shall be at the Bidder's risk.

14. LAWS, ORDINANCES AND REGULATIONS:

The Contractor shall keep fully informed of all Federal, State, local laws, ordinances, safety codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the services or which in any way affect the services. The Contractor and all the employees of the Contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The successful Bidder must secure all insurances, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the Bidder's own expense. The successful Bidder shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the Contract.

15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

I. Method of Payment

1. In consideration of the faithful performance by the Contractor of its agreement hereunder, during

the term of this Contract the City covenants and agrees to pay the Contractor in accordance with the Contractor's fees quoted on the Bid Proposal form.

2. Pursuant to the terms herein, the Contractor agrees to provide to the Business Administrator or his authorized designee a complete written invoice when the completion of each stage of shelving units are installed.
3. Invoices for payments shall be submitted on the Contractor's standard invoice form previously approved by the Business Administrator or his authorized designee. In addition, each invoice shall reference the City's purchase order number supplied by the Director of Purchasing at the time of Contract award.
4. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied by the City, for each application for payment.
5. The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Surety from any obligation under this contract or the performance bond.
6. Request for payments to the Contractor shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Contractor and executes the partial payment voucher. Payments can only be made after approval by the City Council.

II. Availability of Funds

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

III. Termination for Convenience

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

IV. Termination for Cause

In the event the performance by the Contractor of the services provided for under this agreement is unsatisfactory to the City, the City agrees to notify the Contractor in writing and the Contractor agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Contractor shall not be entitled to any compensation for services subsequent to receiving notice of termination from the City.

The City shall have the right to terminate the agreement immediately upon the happening of any of the following events:

1. The Contractor is adjudged bankrupt or makes an assignment for the benefits of creditors.
2. The Contractor fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.
3. The Contractor fails to make prompt payment to persons supplying labor or materials for the work.
4. The City suffers a property loss due to the Contractor's negligence in performing the Contract.

V. Indemnity

1. The Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Contractor, its officers, employees, agents or subcontractors. The Contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City.
2. The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

VI. Disputes

The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

1. All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty-Eight (48) hours of commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. The documentation shall include but not be limited to location, payroll records, name of guard, shift of duty and hours worked, as well as a copy of the security log book for the location.

Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.

2. Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
3. If the Contractor does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Contractor may exclude any disputed claim from the final release.
4. In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.

VII. INSURANCE

1. The Contractor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.
2. Proof of Insurance

The Contractor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.
3. Time to Provide Proof of Insurance

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

4. Contractor's Hold Harmless Agreement

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy. The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

An endorsement covering the City shall be added to all policies. The endorsement shall read:

"The City of Jersey City, its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this Contract."

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

5. Types of Required Insurance

A. Worker's Compensation Insurance. The Contractor shall procure and maintain during the life of this Contract, Worker's Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract.

B. Contractor's General Liability Insurance, Property Damage Insurance and Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Contract, Contractor's General Liability Insurance, Property Damage Insurance and Professional Liability Insurance in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Contractor and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Contractor or by anyone directly or indirectly employed by them.

C. Automobile Insurance: Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

D. Additional Insured:

All policies required in Section 5 B and 5 C must include the City of Jersey City as an additional insured.

VIII . Scope of Services

The Contractor shall, in a satisfactory and proper manner as determined by the City, perform the following services and functions:

1. The Contractor shall provide the City with shelving as indicated in this Bid Proposal on the first floor of the Records Management Center, 13- 15 Linden Avenue East, Jersey City, NJ. 07305.
2. Attached are the sketches (specifications) Exhibits A and B for the shelving units that the City of Jersey City (City) need for the Records Management Center.
3. The City requires a total of three hundred thirty (330) shelving units.
4. The Contractor will deliver, supply and assemble as requested all shelving units. All shelving units will be delivered at one time and assembling will be in three stages to allow time for the boxes to be placed in order on the shelving units because there is not enough space to assemble all shelving units at one time.

BID PROPOSAL FORM

Proposal of _____ organized and existing under the laws of the State of _____
doing business as _____.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

having examined the Specifications with related documents and the sites of the proposed work and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the services in accordance with the Contract Documents; within the time set forth therein and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the City. The contractor will have one hundred twenty (120) days to complete the contract with installation in three (3) stages.

Bidder acknowledges receipt of the following addendum:

BID PROPOSAL FORM

1.	330 Shelving Units with all materials	\$ _____
2.	Installation in 3 Stages	\$ _____
3.	Freight	\$ _____
Total Bid Amount		\$ _____

Total Bid Amount in Written Words

After receiving bids, the City will determine lowest responsible bid, the City will use the total bid amount.

Each proposal shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Proposal but in no case need the Certified Check, Cashier's Check or Bid Bond or any combination thereof exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder shall execute the Contract and provide a Performance Bond in the full amount of the Total Bid.

BID PROPOSAL FORM

CHECK ONE

Attached herewith is a _____ (Cashier's Check) _____ (Certified Check)
_____ (Bid Bond)

in the amount of \$_____ representing **10%** of the Total Amount Bid but not exceeding **\$20,000.00**.

The undersigned agrees that this Check or Bond is to be forfeited as liquidated damages and not as a penalty, if the Contract is awarded to the undersigned and he shall fail to execute the Contract for the project or forward the bond required within the stipulated time. Otherwise, the Check or Bond will be returned to the undersigned.

The undersigned is _____ (an individual) _____ (a corporation) under the laws
_____ (a partnership)

Of the State of _____ having offices

at _____.

Signed _____

Name _____

Title _____

Company _____

Address _____

Phone (____) _____

Fax (____) _____

(Seal if Bid is by a Corporation)

Attachments-to-Proposal:

The following attachments shall be submitted by the Bidder at the time of the bid reception and are hereby made part of this Proposal:

- 1.* Bid Proposal Form
- 2.* Certificate of Experience
3. Contractor Data Sheet
4. Affidavit of Non Collusion
- 5.* Statement of Corporation or Partnership
6. Affirmative Action Statement
7. Minority/Women Business Enterprise Questionnaire
8. Business Registration Certificate
- 9.* Bid Guarantee
10. List of References
11. Resumes of Supervisory Personnel
- 12.* Acknowledgment of Receipt of Addendum

*** Failure to include the bid documents listed immediately above and marked with an asterisk shall result in automatic rejection of the bid at the time of the bid reception.**

SCHEDULE OF SUBMITTALS BY BIDDER

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
1. Bid Proposal	Time and Date of Bid Reception	Bid Rejected
2. Certificate of Experience of Contractor	With Bid Proposal	Bid Rejected
3. Non-Collusion Affidavit	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
4. Corporation or Partnership Statement	With Bid Proposal	Bid Rejected
5. Form MWBE- Minority / Woman Questionnaire for Bidders	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
6. Exhibit A: Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
7. Bid Guarantee	With Bid Proposal	Bid Rejected
8. NJ Business Registration Certificates	With Bid Proposal or prior to contract award	Bid May Be Rejected
9. Insurance Certificates	Prior to Execution of Contract by the City	Forfeiture of Bid Security
10. Execution of Contract agreement	Within 10 days of Receipt Executed Contract or as Stated in "Notice to Proceed "	Forfeiture of Bid Security
11. Commencement of Work	Within 10 days of Receipt Executed Contract or as Stated in "Notice to Proceed "	Forfeiture of Bid Security
12. Written Acknowledgement of a addenda (if issued) pursuant to N.J.S.A. 40A:11-23.2(e)	With Bid Proposal	Bid Rejected

CERTIFICATE OF EXPERIENCE

This information is necessary to process your Bid Proposal, and it will be expressly relied upon. Fill in all blanks, using "NONE" or "NOT APPLICABLE" where necessary. If more space is needed to answer any specific question, use a separate sheet.

1. Contractor (show official name without abbreviations).

Street

City

County

State

Zip Code

Telephone No.

Employer's I.D. No.

2. Business Organization: Corporation _____ Partnership _____
 Sole Proprietorship _____ Non-Profit _____
 Other _____

Is the proposed Contractor a subsidiary or direct or indirect affiliate of any other organization? ____
yes ____ no. If yes, indicate the name of the related organization, relationship to the Contractor and
the percentage of ownership which the other organization has in the Contractor submitting this bid

3. Management: List all owners, officers, directors and partners of Contractor. If the applicant is a publicly held corporation please provide the latest proxy statement indicating stock ownership. Furnish details on a separate attachment.
4. For all individuals named in Item 3, please list all other companies, partnerships or associations in which such persons have more than ten (10%) percent interest or in which such person is an officer, director or partner. Furnish details on a separate attachment.

CERTIFICATE OF EXPERIENCE

5. For all individuals named in Item 3, have any within the last five (5) years, been a party defendant in litigation involving laws governing hours of labor, minimum wage standards, and discrimination in wages or child labor?
- _____ yes _____ no If yes, furnish details in a separate attachment.
6. Have any of the persons listed in Item 3 ever been charged with or convicted of any criminal offenses other than a minor motor vehicle violation?
- _____ yes _____ no If yes, furnish details in a separate attachment.
7. Is applicant or management of applicant or any of the persons listed in Item 3 now a plaintiff or defendant in any civil or criminal litigation?
- _____ yes _____ no If yes, furnish details in a separate attachment.
8. Have any of the persons listed in Item 3 been subject to any disciplinary action, past or pending, by an administrative, governmental or regulatory body?
- _____ yes _____ no If yes, furnish details in a separate attachment.
9. Have any of the persons listed in Item 3 been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative governmental or regulatory agency?
- _____ yes _____ no If yes, furnish details in a separate attachment.
10. Have any of the persons listed in Item 3 been denied any license by any administrative, governmental or regulatory agency on the grounds of moral turpitude?
- _____ yes _____ no If yes, furnish details in a separate attachment.
11. Has the applicant or management of applicant or any of the persons listed in Item 3 been informed of any current or ongoing investigation of the applicant or management of the applicant for possible violation of State or Federal Laws or has the applicant or management of the applicant been subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury or investigative body?
- _____ yes _____ no If yes, furnish details in a separate attachment.
12. Has the applicant or any person listed in Item 3 above or any concern with which any person(s) listed in Item 3 has been connected, ever been in receivership or adjudicated as bankrupt?
- _____ yes _____ no If yes, furnish details in a separate attachment.

CERTIFICATE OF EXPERIENCE

13. Has the applicant or any person listed in Item 3 above been denied a business-related license or had it suspended or revoked by an administrative, governmental or regulatory agency?
_____ yes _____ no If yes, furnish details in a separate attachment.
14. Has the applicant or any person listed in Item 3 above been debarred, suspended or disqualified from contracting with any federal, state or municipal agency?
_____ yes _____ no If yes, furnish details in a separate attachment.
15. Has such Contractor within the last 10 years ever failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made or failed to complete a contract?
_____ yes _____ no If yes, furnish details in a separate attachment.
16. a. Name and address and telephone number of counsel.

- b. Name and address and telephone number of accountant.

17. The Bidder must complete the attached Schedule of Experience which is incorporated herein by reference.
18. Is the Bidder in good standing with the N.J. Better Business Bureau and in good standing with the N.J. Department of Law & Public Safety, Division of Consumer Affairs?
_____ yes _____ no If no, provide details in a separate attachment.
19. The Contractor shall complete this form for a minimum of three (3) references that may be contacted by the City in the review of the bid. This work experience must reflect similar type jobs for a multi-post facility involving a major company or major government operation, the work performed should be of the same magnitude and scope as the work described in this bid specification. The information required for these work references must be provided below:
1. a. Name and address of company or government operation;

- b. Name, title and telephone number of a contact person;

- c. Approximate number of employees of company or government operation;

- d. Approximate number of locations of company or government operation;

- e. Method for receiving award of the Contract (i.e. public bid);

- f. Length of the Contract;

CERTIFICATE OF EXPERIENCE

- g. Amount of the Contract;

- h. Date Contract was awarded or became effective;

- i. Type of work.

2. a. Name and address of company or government operation;

- b. Name, title and telephone number of a contact person;

- c. Approximate number of employees of company or government operation;

- d. Approximate number of locations of company or government operation;

- e. Method for receiving award of the Contract (i.e. public bid);

- f. Length of the Contract;

- g. Amount of the Contract;

- h. Date Contract was awarded or became effective;

- i. Type of work.

3. a. Name and address of company or government operation;

- b. Name, title and telephone number of a contact person;

- c. Approximate number of employees of company or government operation;

- d. Approximate number of locations of company or government operation;

- e. Method for receiving award of the Contract (i.e. public bid);

- f. Length of the Contract;

- g. Amount of the Contract;

- h. Date Contract was awarded or became effective;

- i. Type of work.

CERTIFICATE OF EXPERIENCE

I hereby represent and certify that the foregoing information to the best of my knowledge is true and complete and if not true and complete, I recognize that I am subject to criminal prosecution under N.J.S.A. 2C:28-2.

The undersigned authorizes the CITY OF JERSEY CITY to verify any answer(s) contained herein through a search of its records or records to which it has access and to release the results of said search.

SIGNATURE _____

NAME (PRINT) _____

TITLE _____

DATE _____

Sworn and Subscribed before me

this _____ day of _____

CONTRACTOR DATA SHEET

This information is necessary to process your Bid Proposal and will be expressly relied upon. If more space is needed to answer the questions please attach additional pages.

1. The number of years your firm has been providing shelving: _____
2. Location of office that will be responsible for managing the Contract:

Name of Firm: _____

Address: _____

City: _____

State: _____

Telephone #: _____

3. Furnish name and telephone # of the individual responsible for direct management of personnel assigned to this Contract. If available, include an alternate's name and telephone # as a supervisory individual who is to be available at all times guards are required under this Contract.

Name: _____ Cellular Telephone: _____

Telephone: _____ Address: _____

Alternate Name

Name: _____ Cellular Telephone: _____

Telephone: _____ Address: _____

4. Attach to this Contractor Data Sheet, a list of all New Jersey State, County Municipal or Government Agencies; US Government Agencies; as well as private sector businesses now under Contract with your firm for shelving. Include the length of time each Contract has been in force with entities on the list and the name and telephone # of a person at that entity whom the City may Contact for a reference.
5. Provide a listing of Contracts your firm was terminated from, if any, during the last five (5) years with reasons for termination.

CONTRACTOR DATA SHEET

6. Insurance:

Furnish the name, address, telephone # and person to contact from your insurance company for the required insurance.

Name: _____ Cellular Telephone: _____

Telephone: _____ Address: _____

I hereby represent and certify that the foregoing information to the best of my knowledge is true and complete and if not true and complete, I recognize that I am subject to criminal prosecution under N.J.S.A. 2C:28-2.

The undersigned authorizes the CITY OF JERSEY CITY to verify any answer(s) contained herein through a search of its records, or records to which it has access and to release the results of said search.

SIGNATURE _____

NAME (PRINT) _____

TITLE _____

DATE _____

Sworn and Subscribed before me

this _____ day of _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, upon my oath depose and say that:

I am _____ of the firm of _____ the Bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Contractor)

(Also type or print name of affiant under signature)

ATTEST:

Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me

this _____ day of _____

NOTARY PUBLIC

My commission expires on: _____

Signature: _____

CORPORATION OR PARTNERSHIP STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School Districts Contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

DATE: _____, 2015

Legal Name of Bidder: _____

Incorporated _____ Partnership _____

Business Address:

Street _____

City _____

State & Zip Code _____

Telephone _____

Listed below are the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

We have no one person who owns ten (10) percent or more of the corporation or partnership.

Signed: _____

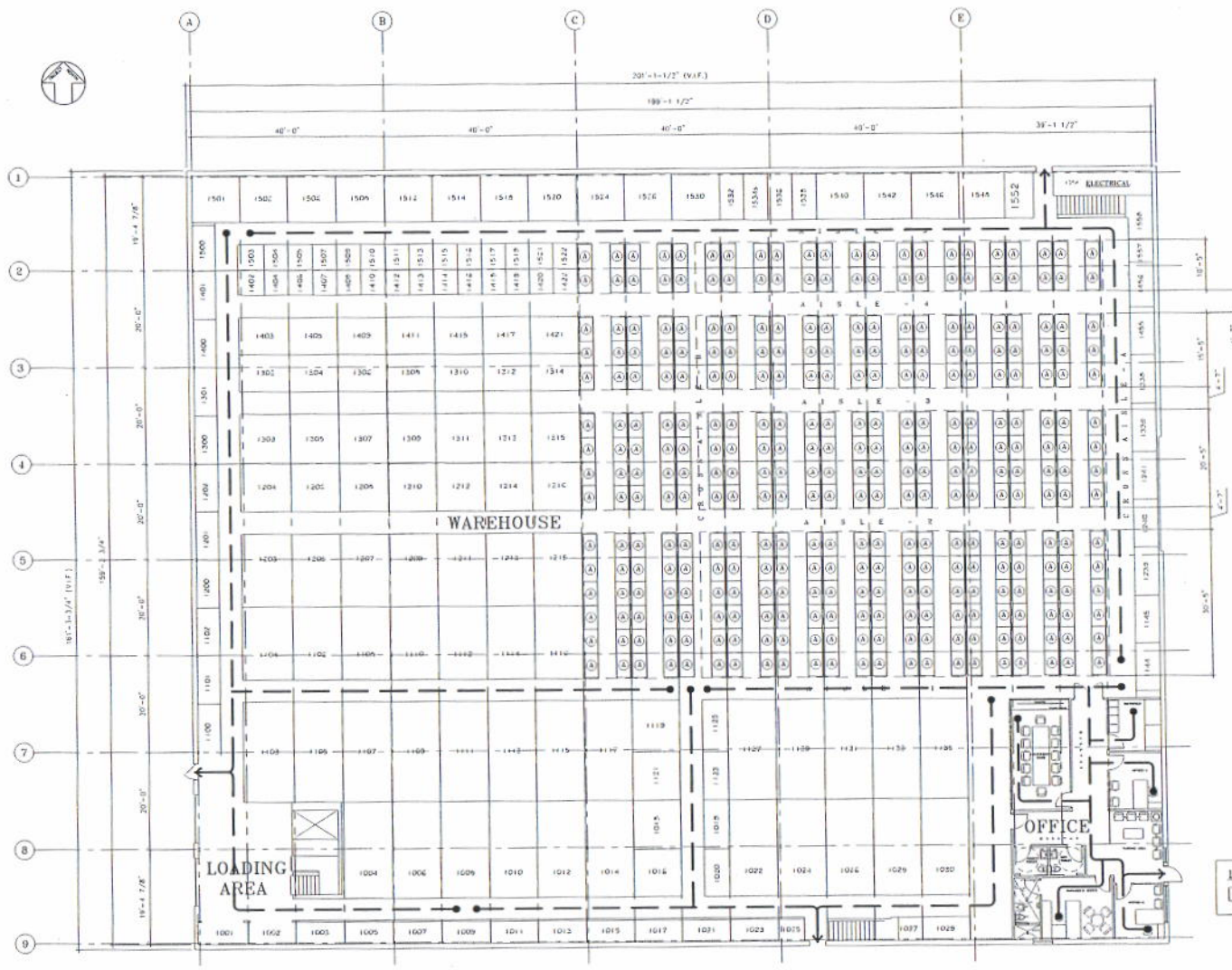
Title: _____

If extra space is required, add sheets as necessary.

EXHIBIT A

Special Note:

This exhibit is the proposed overall layout and egress plan.



1
A-2
PROPOSED OVERALL LAYOUT AND EGRESS PLAN
SCALE: 3/32" = 1'-0"

DATE: 11/11/11
 DESIGNED BY: J. J. J. J.
 CHECKED BY: J. J. J. J.
 DRAWN BY: J. J. J. J.
 SCALE: 3/32" = 1'-0"

A-2

LIBERTY STORAGE RECORDS MANAGEMENT CENTER
 11 LEXINGTON AVENUE EAST
 JERSEY CITY, NEW JERSEY 07310
 BLOCK 7000, LOT 30

DATE: 11/11/11
 DESIGNED BY: J. J. J. J.
 CHECKED BY: J. J. J. J.
 DRAWN BY: J. J. J. J.
 SCALE: 3/32" = 1'-0"

PROPOSED OVERALL LAYOUT AND EGRESS PLAN

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LIBERTY STORAGE RECORDS MANAGEMENT CENTER

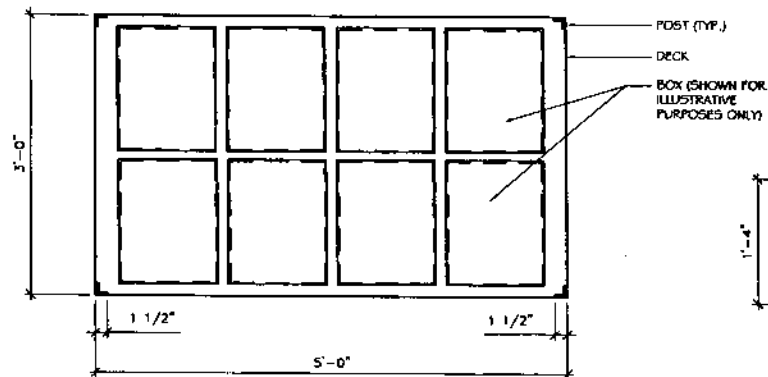
LIBERTY STORAGE RECORDS MANAGEMENT CENTER
 11 LEXINGTON AVENUE EAST
 JERSEY CITY, NEW JERSEY 07310
 BLOCK 7000, LOT 30

CITY OF JERSEY CITY
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 ENGINEERING AND TRAFFIC
 12-13 ARDEN AVENUE EAST
 JERSEY CITY, NEW JERSEY 07310
 TELEPHONE 201-347-2000 FAX 201-347-2800

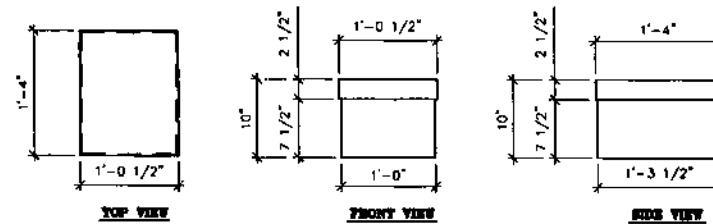
EXHIBIT B

Special Note:

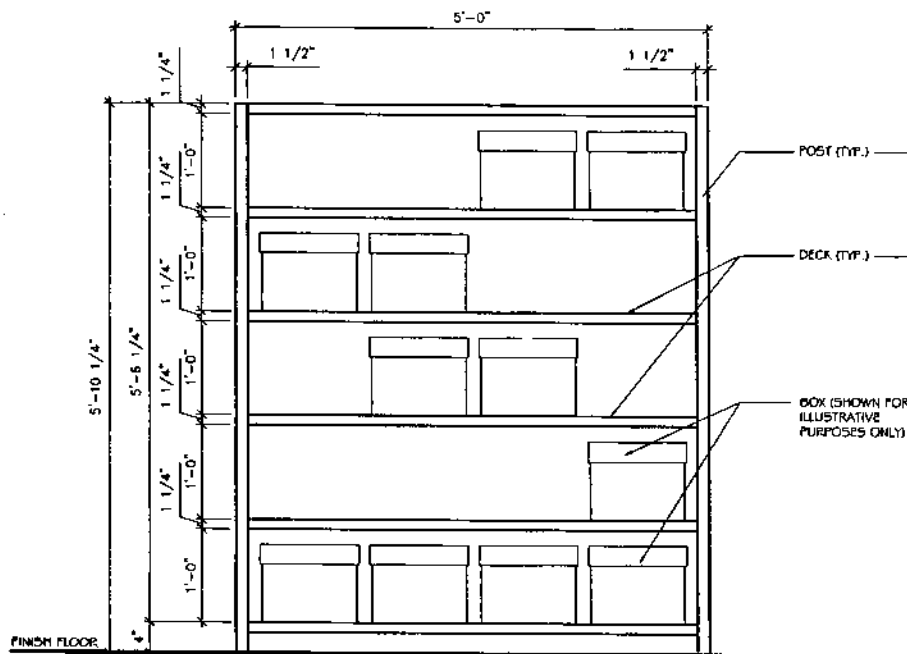
This exhibit is the plan view of shelf unit, box dimensions, front and side elevations.



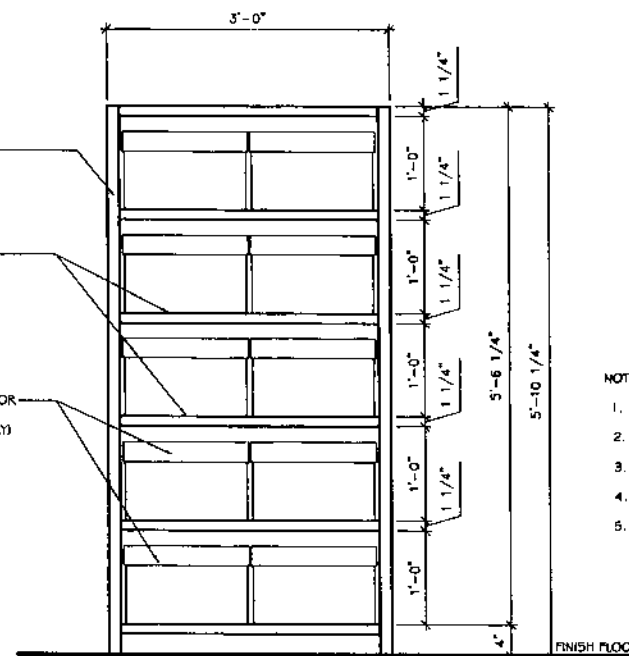
1 PLAN VIEW OF SHELF UNIT
SCALE: N.T.S.



2 BOX DIMENSIONS
SCALE: N.T.S.



3 FRONT ELEVATION
SCALE: N.T.S.



4 SIDE ELEVATION
SCALE: N.T.S.

NOTES:

1. SHELF UNIT TO BE ALL METAL CONSTRUCTION 1/8 GAUGE.
2. SHELF DECK TO BE PLAT METAL WITH 400 LBS. MINIMUM WEIGHT CAPACITY.
3. TOP SURFACE OF BOTTOM SHELF DECK TO BE 4" ABOVE FINISH FLOOR.
4. PROVIDE 12" CLEARANCE BETWEEN TOP OF DECK TO UNDERSIDE OF DECK ABOVE.
5. SHELF DECK TO BE SECURED TO POST VIA RIVETS, BOLTS, OR CLIPS.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

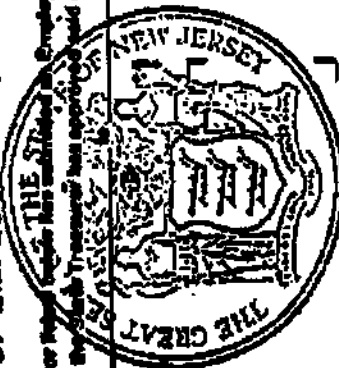
Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor has been approved by the State Treasurer's Office for the purpose of providing services to the State of New Jersey. This approval is valid for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/purchase/contract-compliance/erp/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. AGG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	INACT. DATE
ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3 DO NOT SUBMIT AN EEO 1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cats 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	ASIAN	INDIAN	NON-MIN	BLACK	HISPANIC	ASIAN	INDIAN	NON-MIN
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (EEO 1)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From To		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE NO. EXTENSION)

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEES ARE NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11



Print Form

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE	
3. COMPANY NAME				
4. STREET	CITY	COUNTY	STATE	ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE				
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)				

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR		
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 208

Trenton, New Jersey 08625-0208

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF
\$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)
 LAST FIRST MI

SIGNATURE

DATE SUBMITTED

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)	_____ Minority & Woman Owned Business (MWBE)
_____ Woman Owned business (WBE)	_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND GENERAL SERVICE CONTRACTS

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION:
ISSUANCE DATE:
SIGNATURE: *John S. Tully*

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROUTING AVE.
TRENTON, NJ 08611
Certificate Number: 1893907
Date of Issuance: October 14, 2004
For Office Use Only:
28641044112632632

NEW VENDOR INFORMATION FORM

VENDOR NAME:		FEIN #:	
STREET ADDRESS:		CITY:	
STATE:	ZIP:	EMAIL:	
TEL/EXT #:	/	FAX #:	
VENDOR CONTACT/AUTHORIZED REP NAME:			
PRINT NAME:		SIGNATURE:	
TEL #:	FAX #:	EMAIL:	
PAYMENT/REMITTANCE ADDRESS:			
NAME:	ATTN TO:	ADDRESS:	
CITY:	STATE:	ZIP:	
TEL #:	FAX #:	EMAIL:	
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:			City Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
			Form 1099 Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
EEO/AFFIRMATIVE ACTION (Please select)			
<input type="checkbox"/> Veteran <input type="checkbox"/> Caucasian/White <input type="checkbox"/> African American/Black <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Small Business <input type="checkbox"/> Asian/Pacific Islands <input type="checkbox"/> Women-Owned <input type="checkbox"/> Native American/Indian			
NON-PROFIT? <input type="checkbox"/> Yes (include non-profit certification) <input type="checkbox"/> No			
PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW			
<input type="checkbox"/> State Contract	<input type="checkbox"/> GSA	<input type="checkbox"/> US Communities	<input type="checkbox"/> NIPA
<input type="checkbox"/> NJPA	<input type="checkbox"/> MRESC	<input type="checkbox"/> KPN	<input type="checkbox"/> WSCA/NASPO Contract # _____
CITY EMPLOYEE REQUESTING VENDOR NUMBER:			
PRINT NAME:		SIGNATURE:	EXT.
PURCHASING DIVISION USE ONLY			
VENDOR NO. ISSUED BY:		TITLE:	DATE:
VENDOR NUMBER ASSIGNED:			

**(W9 FORM & BUSINESS REGISTRATION CERTIFICATE
MUST BE INCLUDED WITH THIS FORM)**

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

